

**FIRSTLIGHT HYDRO GENERATING COMPANY
LICENSE AGREEMENT**

[Landscape Use]

This LICENSE AGREEMENT (the "License Agreement" or "License") is made as of this **date** day of **Month, Year** by and between **FirstLight Hydro Generating Company**, a Delaware corporation ("FirstLight") and **Licensee name**, an **individual** residing in **Licensee state** (the "Licensee").

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FirstLight hereby grants a non-exclusive license to Licensee for the Use as defined below and no other use or benefit, on the following terms and subject to the following conditions:

1. **DEFINED TERMS.**

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. **FERC.** The Federal Energy Regulatory Commission.
- B. **PROJECT.** FERC Licensed Project No. 1889 and Project No. 2485 which include the Northfield Mountain, and Turners Falls Projects, and accompanying lands including recreational land, located in or near Northfield, Erving, Gill, Greenfield and Montague/ Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. **PROPERTY.** That certain property further described or defined on Exhibit "A" attached hereto and incorporated herein.
- D. **FACILITY.** If applicable, the facility further described or defined on Exhibit "B" attached hereto and incorporated herein.
- E. **USE.** The use or uses described on Exhibit "B" attached hereto and incorporated herein, and no other use or purpose.
- F. **TERM.** The term or terms designated on Exhibit "B" attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. **LICENSE FEE.** The fee, if any, further described on Exhibit "B" attached hereto and incorporated herein.

2. **TERM AND TERMINATION.**

The term of this License shall commence upon the date hereof and continue for the Term designated herein, subject to earlier termination pursuant to the provisions set forth herein. Notwithstanding the designated Term, this License shall expire: (i) immediately upon the date that it is recorded without the prior written consent of FirstLight; (ii) upon Licensee's failure to cure a default by Licensee hereunder, following written notice of such default from FirstLight to Licensee,

if the terms hereof expressly provide for such notice and a right to cure; or (iii) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use. Termination of this License shall not affect Licensee's obligations under this License Agreement arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by mutual agreement of the parties.

3. NO WARRANTIES.

FIRSTLIGHT MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by FirstLight concerning the Property, and that FirstLight is under no obligation to maintain the Property for Licensee's Use.

4. COMPLIANCE WITH LAWS.

A. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents and permits are in force for Licensee's Use. Licensee covenants that its Use shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and that Licensee shall take all reasonable precautions to ensure that the construction, operation and maintenance of structures or facilities will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

B. Licensee understands and agrees that the FERC reserves the right to require FirstLight to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by FirstLight in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.

C. Licensee shall not at any time use or store or allow to be released or discharged any pollutant or hazardous material or hazardous substance, as those terms may be defined by any applicable federal, state or local law, rule or regulation, on or within the Property except in accordance with applicable law. Upon FirstLight's request, Licensee shall provide evidence reasonably satisfactory to FirstLight that all required consents or permits are in force for Licensee's Use of the Property.

D. In the event that archeological materials or human remains are found by Licensee or any

party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and notify FirstLight of such findings. No such further activity shall be permitted until FirstLight has concluded its investigation of the findings with the assistance of the State Historic Preservation Officer.

5. PRIORITY OF FIRSTLIGHT OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License. FirstLight shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of FirstLight's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation.
- B. The operations of the FirstLight Project shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, FirstLight will not have any obligation to accommodate Licensee's Use.
- C. FirstLight shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of FirstLight's business operations.
- D. FirstLight also reserves the right to flood and flow water upon the Property in connection with the operation of the Project. By accepting this License, Licensee releases FirstLight from any and all liability for damages to Licensee's property caused by FirstLight's entry and use of the Property or by exercise of its right to flood and flow water.

6. INDEMNIFICATION.

Licensee hereby agrees to defend, release, indemnify, protect and hold harmless FirstLight, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss of or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners, or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests. Any future contamination of soil or ground water or violation of environmental laws shall be the responsibility of the party causing the contamination or the violation of environmental laws.

7. INSURANCE.

- A. For as long as this License is in effect, and as a condition to entering the Property, Licensee

shall maintain Comprehensive General Liability insurance coverage, including Contractual Liability and Broad Form Property Damage Liability, with a combined single limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence, and annual aggregate insurance coverage with respect to the Property and the Facility in forms and with insurers acceptable to FirstLight, and including a waiver of subrogation in favor of FirstLight. Additionally, all insurance certificates shall identify the location of the Property. In the event that Licensee is to perform any work at the Property, such required insurance coverage shall also include umbrella/excess liability insurance with a limit of \$1,000,000 per occurrence, and annual aggregate, worker's compensation coverage at statutory limits with Employers Liability, and comprehensive automobile liability coverage, both in amounts acceptable to FirstLight.

B. All policies (other than worker's compensation coverage) shall be endorsed to name FirstLight, its affiliates, and their respective directors, officers, employees and agents as additional insureds, and to require that thirty (30) days written notice be given to FirstLight of cancellation of and/or material change to the policy. Certificates evidencing such policies of insurance coverage shall be provided to FirstLight upon entering into this License Agreement, and annually thereafter. Such insurance coverage shall be primary to any other coverage available to FirstLight or its affiliates, and shall not be deemed to limit Licensee's liability under this License.

8. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than ten (10) days (if monetary) or thirty (30) days (if non-monetary) after notice from FirstLight without cure satisfactory to FirstLight, or such other time acceptable to FirstLight as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then FirstLight, in addition to all other remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the term of this License keep FirstLight informed of the current name, address, telephone number and other relevant contact information for Licensee.

9. RESTORATION.

At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any, and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to FirstLight within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of FirstLight, be removed by FirstLight without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse FirstLight for the expenses of such removal, disposal

and any required restoration within thirty (30) days from the date of FirstLight's invoice therefor.

10. GENERAL PROVISIONS.

- A. No waiver. Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. Notices. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice, by (i) delivery in hand or (ii) postage prepaid, United States first class mail, return receipt requested, or (iii) overnight delivery service by a nationally-recognized courier, or (iv) facsimile transmission provided that a copy of such notice is transmitted to the recipient on the next business day using any one of the preceding delivery methods. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

FirstLight: Station Manager
Northfield Mountain
99 Millers Falls Road
Northfield, MA 01360

Fax no. 413-659-4459

FirstLight Copy Party:
Legal Department
FirstLight Power Resources Services, LLC
c/o GDF Suez North America
20 City Square, Suite 3
Charlestown, MA 02129

Licensee: Licensee Name
Licensee address

Fax no. _____

- C. Miscellaneous. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals,

negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.

- D. Applicable Law. This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.
- E. Legal Fees. In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- F. No Estate Created; Prerequisite to Entry. This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until FirstLight has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- G. Confidentiality. FirstLight and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either FirstLight or Licensee to any third party (except FirstLight's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of FirstLight or Licensee.
- H. No Transfer or Recording. This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of FirstLight, which consent may be withheld in FirstLight's sole and absolute discretion.
- I. Corporate Licensee. If Licensee is a corporation, partnership, limited liability company, trust or other entity, (i) then each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred

without the prior written consent of FirstLight; and (v) Licensee shall promptly notify FirstLight of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from FirstLight, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.

- J. Inspection. FirstLight reserves the right to inspect the Property to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of FirstLight to inspect the Property shall not relieve Licensee of any obligation to maintain the Property in accordance with the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

**FIRSTLIGHT HYDRO GENERATING
COMPANY**

By: _____

Name: Gus Bakas

Title: Director, Massachusetts Hydro

LICENSEE:

By: _____

Name:

Title:

EXHIBIT A

[Description of the Property]

That certain property owned by FIRSTLIGHT, located in Town, State and described in a deed from _____ to _____ dated _____ and recorded in the _____ County Registry of Deeds at Book ____, Page ____.

FirstLight to insert aerial map with parcel identified.

EXHIBIT B
[Landscape Use]

1. USE.

To maintain landscape plantings on the Property, which may provide a limited vista or view of the River for the benefit of Licensee's abutting property, as shown on **Exhibit "C,"** Landscape Planting Plan, attached hereto and incorporated herein.

FirstLight strives to have a shoreline buffer zone, up to two hundred (200) feet from the mean high water line of the River, containing primarily un-mowed, native plant species.

2. FACILITY:

None.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. be solely responsible for any erosion on the Property caused or exacerbated by the Facility or Use of the Property. In the event that FirstLight determines, in its sole discretion, that erosion within one-hundred (100) feet of the Facility or Use on the Property was caused or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of FirstLight within thirty (30) days of FirstLight's notice thereof, then FirstLight may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to FirstLight within thirty (30) days of the date of the invoice therefor.
- ii. keep all portable personal property (e.g. lawn chairs) inside structures or off site as much as possible when Licensee is not occupying the Property.

B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit:

- i. any other uses of the Property without the express written consent of FirstLight; or
- ii. any excavation, grading or filling on the Property; or construction of any structures, fixtures or improvements, or temporary structures, including tents and trailers, on the Property; or
- iii. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received FirstLight's prior written approval; or
- iv. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or
- v. the installation, erection or construction of any dock(s), pier(s), wall(s) and/or other waterway improvement(s) (collectively, a "Waterway Improvement"), unless any

and all necessary state and federal approvals have been obtained by the Licensee from all applicable state and federal agencies and written consent has been obtained by Licensee from FirstLight prior to the installation of any Waterway Improvement; or

vi. the application of any fertilizer, pesticides, or herbicides to the Property.

C. If planting occurs on Property, only native species will be used. FirstLight also encourages removal of non-native invasive species and replacement with native species.

4. TERM.

The term shall be of five (5) years, commencing on **date** and terminating on **date**.

The Term hereof may be terminated upon sixty (60) days prior written notice by either party.

5. LICENSE FEE.

An annual license fee in the amount shown below, due and payable to FirstLight at the address for FirstLight in the notice provision of this License Agreement on or before **date** of each year:

2015	\$75
2016	\$75
2017	\$75
2018	\$75
2019	\$75

An interest charge of 1 ½ % per month or 18% per year shall be levied on payments that are more than thirty (30) days past due. Licensee shall pay the License Fee to FirstLight without offset or deduction of any kind. If the event that the Term hereof is terminated prior to its expiration, FirstLight shall return to Licensee that share of the paid License Fee applicable to the time period after the effective date of termination, less any reimbursements or other unpaid charges due to FirstLight from Licensee that remain unpaid at the time of such calculation.

Licensee shall pay, in addition to the annual fees, any tax or other charge which may be imposed upon the Property by reason of Licensee's use or improvement of the lands which are subject to this License, and all costs for utilities or improvements used by Licensee. Upon receipt of an invoice from FirstLight for any amounts paid or billed to FirstLight for such taxes, charges, or costs, Licensee shall pay the invoiced amount to FirstLight within thirty (30) days.

EXHIBIT C
[Landscape Planting Plan]

To be provided by Licensee.